



THE CITY OF NEW YORK  
LAW DEPARTMENT

MICHAEL A. CARDODO  
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December 15, 2008

**BY ECF and HAND DELIVERY**

The Honorable Steven M. Gold  
Chief Magistrate Judge  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

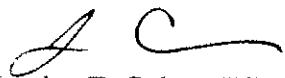
Re: Aubrey Ammonds v. City of New York, et al., 08 CV 1246 (SMG)

Your Honor:

I am an Assistant Corporation Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, attorney for the defendants in the above matter. Attached please find a duly executed Stipulation and Order of Settlement and Dismissal dated November 24, 2008, for Your Honor's endorsement and filing.

Thank you for your consideration herein.

Respectfully submitted,

  
Jessica T. Cohen (JC 0044)  
Assistant Corporation Counsel

Enc.

cc: Wale Mosaku, Esq. (by ecf)  
Attorney for Plaintiff

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
AUBREY AMMONDS (an infant under the age of 16  
years, by his father and natural guardian, ERNIE  
GENERAL,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER  
CORY SMITH (shield #782) and POLICE OFFICER  
RENZO SILVA (shield #21635),

**STIPULATION OF  
SETTLEMENT AND  
DISCONTINUANCE**

08-CV-1246  
(KAM)(SMG)

Defendants.

-----X

**WHEREAS**, plaintiff Ernie General commenced this action on behalf of his infant son Aubrey Ammonds by filing a complaint on or about March 27, 2008, alleging, *inter alia*, violations of his state law rights and his civil rights pursuant to 42 USC § 1983; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**WHEREAS**, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Aubrey Ammonds the total sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the City of New York, Renzo Silva, and Cory Smith, and to release the defendants and any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Settlement of this action is conditioned on compliance with the provisions set forth in Rule 83.2(a) of the Local Civil Rules of this Court ("Settlement of Actions by or on Behalf of Infants or Incompetents, Wrongful Death Actions, and Conscious Pain and Suffering Actions") and Rule 1207 *et seq.* of the Civil Practice Laws and Rules for the State of New York.

5. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
November 24, 2008

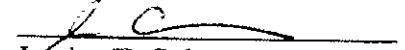
*Law offices of* Wale Mosaku, ~~Esq.~~ P.C.  
Attorney for Plaintiffs  
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By:

  
Wale Mosaku, Esq. (WM)  
A.M. 5872

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By:

  
Jessica T. Cohen (JC 0044)  
Assistant Corporation Counsel

SO ORDERED:

STEVEN M. GOLD, U. S. M. J.